

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re: Scott Allen McDaniel

Case No.

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) 1085 Faulkner Road
Atoka, TN 38004 (2) _____

PLAN PAYMENT:

Debtor(1) shall pay \$ 623.00 weekly, every two weeks, semi-monthly, or monthly, by:
 PAYROLL DEDUCTION From: Munford Tire & Brake
516 Munford Atoka Road
Munford, TN 38058-6828 **OR () DIRECT PAY**

Debtor(2) shall pay \$ _____ weekly, every two weeks, semi-monthly, or monthly, by:
 PAYROLL DEDUCTION From: _____ **OR () DIRECT PAY**

1. THIS PLAN [Rule 3015.1 Notice]:

- (A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] YES NO
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8] YES NO
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. YES NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: Included in Plan; **OR** Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT:

Monthly Plan Payment:

None Paid by: Debtor(s) directly Wage Assignment, **OR** Trustee to:
ongoing payment begins _____ \$ _____
Approximate arrearage: _____

5. PRIORITY CLAIMS:

Bonnie Elaine Gray Amount _____ \$ Payroll Deducted

6. HOME MORTGAGE CLAIMS: Paid directly by Debtor(s); **OR** Paid by Trustee to:

| | | |
|---------------------|---|---------------------------------------|
| <u>Insouth Bank</u> | \$1,722.00 ongoing payment begins 6/1/2019 | <u>\$1,722.00</u> |
| | Approximate arrearage: <u>13,781.00</u> | Interest <u>0.00</u> \$ <u>130.00</u> |

7. SECURED CLAIMS:

| | | | |
|--------------------------------------|----------------------------|------------------------|-----------------------------|
| [Retain lien 11 U.S.C. §1325 (a)(5)] | Value of Collateral: _____ | Rate of Interest _____ | Monthly Plan Payment: _____ |
| <u>First Heritage</u> | <u>5,000.00</u> | <u>7.00</u> | <u>\$130.00</u> |
| <u>Insouth Bank</u> | <u>4,500.00</u> | <u>7.00</u> | <u>\$3,661.00</u> |

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

| | | | |
|---|---|---------------------------------|---|
| [Retain lien 11 U.S.C. §1325 (a)] Royal Furniture | Value of Collateral: 2,200.00 | Rate of Interest 7.00 | Monthly Plan Payment: \$50.00 |
|---|---|---------------------------------|---|

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALLY REASONABLE DISPOSAL OF COLLATERAL:

-NONE-

Collateral: _____

10. SPECIAL CLASS UNSECURED CLAIMS:

-NONE-

| | | |
|---------------|------------------------|-----------------------------|
| Amount: _____ | Rate of Interest _____ | Monthly Plan Payment: _____ |
|---------------|------------------------|-----------------------------|

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:

None

Not provided for

OR

General unsecured creditor

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):

-NONE-

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.

14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$

15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:

%, **OR,**

THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.

16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:

None

Assumes

OR

Rejects.

17. COMPLETION: Plan shall be completed upon payment of the above, approximately **60** months.

18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.

19. NON-STANDARD PROVISION(S):

None

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.

/s/ Laura L. Sanford

Laura L. Sanford 19575

Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

Date April 8, 2019

